

Thomas-Jensen
Affirmation
(redacted)

Exhibit # 84

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

STATE OF NEW YORK; *et al.*

Civil Action No. 25-cv-39-JJM-PAS

Plaintiffs,

v.

DONALD TRUMP, *in his Official Capacity
as President of the United States; et al.*

Defendants.

DECLARATION OF ADRIENNE KREIPKE

I, ADRIENNE KREIPKE, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct:

1. I am the Chief Financial and Operations Officer for the Department of Environmental Protection (“NJDEP”) located in the State of New Jersey. I am a member of NJDEP’s executive leadership reporting directly to the Department’s chief executive (the State’s Commissioner of Environmental Protection) and responsible for overseeing the Department’s Management and Budget offices. My educational background includes a Master’s degree in Public Policy. I have been employed by the Department since July 2013. Prior to my employment with

the Department, I was Assistant Director at the New Jersey Office of Management and Budget, Department of Treasury.

2. I submit this Declaration to explain certain impacts on the State of New Jersey and in particular, NJDEP, resulting from the directive given to all Federal agencies to halt federal funding as outlined in the Executive Order entitled, “Unleashing American Energy.” NJDEP received grant awards pursuant to the Inflation Reduction Act (“IRA”) and the Infrastructure Investment and Jobs Act (“IIJA”), which remain suspended.

3. I have compiled the information in the statements set forth below through personal knowledge, through NJDEP personnel who have assisted me in gathering this information from our agency, and on the basis of documents that have been provided to and/or reviewed by me. I have also familiarized myself with the Executive Orders in order to understand their immediate impact on NJDEP.

IIJA FUNDING – SMALL AND DISADVANTAGED COMMUNITIES

4. NJDEP was awarded a passthrough grant of \$66,114,000 from the United States Environmental Protection Agency (“EPA”) in July 2024 to address emerging contaminants in small and disadvantaged communities under the IIJA. The funds were fully obligated on July 31, 2024. True and accurate copies of the grant award documents are attached hereto as **Exhibit A**.

5. This funding is planned to be used to implement resources and priorities to help address per- and polyfluoroalkyl substances (“PFAS”) and other emerging contaminants in small and disadvantaged communities. This includes and is not limited to research and testing related to emerging contaminants, treatment, projects for public water systems to comply with the Safe Drinking Water Act, and household water quality testing. This grant has been awarded conditionally, requiring NJDEP to seek EPA approval for each community that is confirmed as

being a priority recipient for these funds. So far approximately \$3 million has been authorized for grants to three communities, and the subaward grant agreements are underway. Continued delays and confusion about the availability of these funds risks the delay in installing PFAS treatment systems in those communities that have already been approved for funding and risks delays by NJDEP and/or EPA in approving other affected communities for funding.

6. On January 28, 2025, NJDEP staff received an email from EPA_Grants_Info@epa.gov informing grant recipients that “EPA is working diligently to implement President Trump’s *Unleashing American Energy* Executive Order issued on January 20 in coordination with the Office of Management and Budget. The agency has paused all funding actions related to the Inflation Reduction Act and the Infrastructure Investment and Jobs Act at this time.” A true and accurate copy of this email is attached as **Exhibit B**.

7. On January 30, 2025, NJDEP staff logged into the grant portal in the Automated Standard Application for Payments (“ASAP”) and observed that the Account Status Indicator was listed as “Suspended.” On February 3, 2025, NJDEP staff received another email from EPA_Grants_Info@epa.gov informing grant recipients of the TRO issued in *New York v. Trump* and advising grantees to contact their Grants Awards Official with “any questions about the scope or effect of the Court’s Order.” A true and accurate copy of this email is attached as **Exhibit C**. On Tuesday February 4, 2025, NJDEP staff observed that the funding status in ASAP was still listed as “suspended.” Attached as **Exhibit D** is a true and correct copy of a screenshot of the status on ASAP.

8. On February 5, 2025, NJDEP staff logged into the grant portal in ASAP and observed that the Account Status Indicator was no longer listed as “Suspended.”

IRA – CLIMATE POLLUTION REDUCTION GRANT PROGRAM & OTHER CLEAN AIR ACT GRANTS

9. NJDEP was awarded funding through EPA’s Climate Pollution Reduction Grant Program (“CPRG”), which provides funding to implement climate action plans. NJDEP received two awards under the CPRG as detailed below.

10. NJDEP received a grant for the CPRG, Planning Grant in the amount of \$3,000,000 to develop a comprehensive climate mitigation plan with air pollution control districts, municipalities, and tribal governments to reduce greenhouse gas emissions and conduct engagement with low-income and disadvantaged communities. The award was entered on August 17, 2023 and funds were fully obligated on August 23, 2023. True and correct copies of the grant award documents are attached hereto as **Exhibit E**. NJDEP has drawn \$359,528 of this grant for expenses incurred through December 2024. Continued delays and confusion about the availability of these funds may slow the work required by this grant. NJDEP’s next planned draw for this grant is June 30, 2025.

11. NJDEP received a grant for the CPRG, Clean Corridor Coalition in the amount of \$248,937,720 to install charging hubs for trucks traveling through the 1-95 corridor through Connecticut, New Jersey, Maryland, and Delaware. The award was granted on October 15, 2024 and funds were fully obligated on October 18, 2024. True and correct copies of the grant award documents are attached hereto as **Exhibit F**. NJDEP is working with partner states on documentation to facilitate the subawards through to them, as well as procuring a third-party administrator of the shared grant. Continued delays and confusion about the availability of these funds may slow the completion of these agreements, and the passthrough funds to the other states cannot be initiated before the grant is available. The first draw against this grant is expected by June 2025.

12. NJDEP received a grant for EPA's Multipollutant Air Monitoring program in the amount of \$906,000 to expand and enhance NJDEP's air monitoring activities. The award was entered on December 11, 2024 and funds were fully obligated on December 16, 2024. True and correct copies of the grant award documents are attached hereto as **Exhibit G**. Funds from this grant will be used in part for an air toxic monitoring project that will take place in several overburdened communities. This is a new grant and the equipment procurements and subaward to Rutgers University contemplated have not yet been initiated. Continued delays and confusion about the availability of these funds will further delay the delivery of reliable air pollutant monitoring data in the four subject communities.

13. NJDEP received a grant for the Clean Air Act – Air Quality Program totaling \$848,000 to ensure clean and healthy air for all communities. The grant was awarded on September 19, 2023 and funds were fully obligated on September 22, 2023. True and accurate copies of the grant award documents are attached hereto as **Exhibit H**. This grant is intended to replace existing aging air monitors and increase consumer awareness of electric vehicles and the public charging network to decrease greenhouse gas emissions. NJDEP has drawn \$257,039 of this grant for expenses incurred through December 2024. Continued delays and confusion about the availability of these funds may slow the work orders to contractors engaged by this grant. NJDEP's next planned draw for this grant is June 30, 2025.

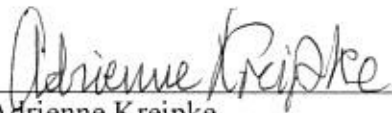
14. On January 28, 2025, NJDEP staff received an email from EPA_Grants_Info@epa.gov informing grant recipients that "EPA is working diligently to implement President Trump's *Unleashing American Energy* Executive Order issued on January 20 in coordination with the Office of Management and Budget. The agency has paused all funding

actions related to the Inflation Reduction Act and the Infrastructure Investment and Jobs Act at this time.” A true and accurate copy of this email is attached as **Exhibit I**.



15. On January 30, 2025, NJDEP staff logged into the grant portal in the Automated Standard Application for Payments (“ASAP”) and observed that the Account Status Indicator was listed as “Suspended.” On February 3, 2025, NJDEP staff received another email from EPA_Grants_Info@epa.gov informing grants recipients of the TRO issued in *New York v. Trump* and advising grantees to contact their Grants Awards Official with “any questions about the scope or effect of the Court’s Order.” A true and accurate copy of this email is attached as **Exhibit J**. On Tuesday February 4, 2025, NJDEP staff observed that the funding status in ASAP was still listed as “suspended.” Attached as **Exhibit K** is a true and correct copy of a screenshot of the status on ASAP. The account status remains “suspended” as of February 5, 2025 for the identified IRA grants.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 5th day of February, 2025, in Trenton, New Jersey.


Adrienne Kreipke
Chief Financial and Operations Officer
State of New Jersey
Department of Environmental Protection

Kreipke Exhibit A

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 96251624	DATE OF AWARD 07/26/2024
		MODIFICATION NUMBER: 0	MAILING DATE 07/31/2024
		PROGRAM CODE: 48	
		TYPE OF ACTION New	PAYMENT METHOD: Advance
RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION P.O. BOX 420 TRENTON, NJ 08625-0420 		PAYEE: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION 428 E. State Street Trenton, NJ 08608-1503	
PROJECT MANAGER Casey Lippincott 401 E State Street TRENTON, NJ 08625-0420 Email: casey.lippincott@dep.nj.gov Phone: 609-292-2957		EPA PROJECT OFFICER Pinky Liau 290 Broadway, WD/DWMIB New York, NY 10007 Email: liau.pinky@epa.gov Phone: 212-637-3948	EPA GRANT SPECIALIST Kelsey Steele USEPA - Region 2, 290 Broadway, Floor 27, New York, NY 10007, MSD/GCMB 290 Broadway, 27th Floor New York, NY 10007 Email: steele.kelsey@epa.gov Phone: 212-637-3457
PROJECT TITLE AND DESCRIPTION Emerging Contaminant Assistance to Small and Disadvantaged Communities See Attachment 1 for project description.			
BUDGET PERIOD 05/01/2024 - 04/30/2029	PROJECT PERIOD 05/01/2024 - 04/30/2029	TOTAL BUDGET PERIOD COST \$ 66,114,000.00	TOTAL PROJECT PERIOD COST \$ 66,114,000.00
NOTICE OF AWARD Based on your Application dated 03/27/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 66,114,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 66,114,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2, Water Division R2 - Region 2 290 Broadway New York, NY 10007	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Donald Pace - Director			DATE 07/26/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 66,114,000	\$ 66,114,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 66,114,000	\$ 66,114,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.442 - Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program	Safe Drinking Water Act: Sec. 1459A & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2402HE0190	22	E4SD	02N1	000BL8X87	4101	-	-	\$ 863,000
-	2402HE0190	23	E4SD	02N1	000BL8X87	4101	-	-	\$ 65,251,000
									\$ 66,114,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 200,000
7. Construction	\$ 0
8. Other	\$ 65,914,000
9. Total Direct Charges	\$ 66,114,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 66,114,000
12. Total Approved Assistance Amount	\$ 66,114,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 66,114,000
15. Total EPA Amount Awarded To Date	\$ 66,114,000

Attachment 1 - Project Description

This agreement provides funding under the Infrastructure Investment and Jobs Act (IIJA) to the State of New Jersey to implement resources and priorities to help address Per- and polyfluoroalkyl substances (PFAS) and emerging contaminant challenges; target resources to communities most in need of assistance to ensure that no community is left behind with unsafe, inadequate water; and advance the priorities of equity and environmental justice. New Jersey Department of Environmental Protection will implement projects such as planning and design to address emerging contaminant(s), treatment of emerging contaminant(s) including PFAS, public communication, engagement, and education, and necessary technical assistance with the use of this award funding. The activities include projects and activities to address emerging contaminants in small or disadvantaged communities, including but not limited to research and testing; planning and design to address emerging contaminants; treatment of emerging contaminants; source water activities related to emerging contaminants; storage; water system restructuring; providing households access to drinking water services; technical assistance; outreach and education; and workforce or training support to public water systems in addressing emerging contaminants. This agreement is to an eligible state or territory to implement a program to provide assistance to address emerging contaminants in drinking water to small or disadvantaged communities. Funds are to carry out projects and activities needed for public water systems to comply with the Safe Drinking Water Act, programs to provide household water quality testing, activities for a state to respond to drinking water contaminants, and activities that benefit the impacted communities.

The anticipated deliverables include but are not limited to, the following:

- Identification of small and/or disadvantaged communities that are eligible to receive funding (SDC list building)
- Pairing the SDC list building activity with state water system inventory and violation records
- Sub-awarding the grant to fund planning and design activities including preparation of preliminary engineering reports, action plans, design plans, and other pre-project activities
- Sub-awarding the grant to fund construction activities including PFAS treatment installation through building of new treatment facilities, upgrades to existing treatment facilities, or protection measures against emerging contaminants in source waters
- Public outreach and engagement
- Capacity building, operator training, and post-construction on-site activities

The expected outcomes include but are not limited to, the following:

- Reduction in the number of public water systems serving small or disadvantaged communities that are out of compliance due to PFAS standards
- Reduction in the number of public water systems serving small or disadvantaged communities that are out of compliance with health-based drinking water standards
- Increase in community engagement among small and disadvantaged communities

- Improved education for water system owners and operators

The intended beneficiaries include residents in small and/or disadvantaged communities in the State of New Jersey. Specific communities are to be determined. Direct Beneficiaries of this program include all state residents and occupants, both permanent and temporary. Subawards will be made to eligible communities to carry out necessary activities to reduce emerging contaminants in their drinking water. Activities include planning and designing and construction costs for treatment of emerging contaminants such as PFAS.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
2. MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
3. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
4. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
5. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Compliance Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Compliance Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#).

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from May 01, 2024 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Grant Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Work Plan

The recipient agrees to perform the activities identified and specified in the approved work plan, which is made part of this Assistance Agreement. The recipient shall provide or make available to the EPA Project Officer copies of the work plans associated with grants and contracts that it may enter into with other agencies and organizations related to activities conducted under this grant. The recipient agrees to notify EPA of modifications or challenges as they arise through the development and progress of the projects and related activities in order to modify workplans or budgets as appropriate to meet the obligations of the project receiving funding. The recipient must submit modifications for EPA approval prior to continued project progress, and related activities. Recipient will meet with EPA regional programmatic and technical point of contact routinely, during the length of the performance period, to review workplan progress and expenditures, challenges to progress of project progress, and public outreach to the communities and stakeholders that are beneficiaries of the grant project and/or activities. EPA's Program and Project Officer will provide recipient(s) with additional instructions and information pertaining to reporting no more than 30 days after receipt of award. Remedies for delinquency on report may result in actions as described in 2 CFR 200.339 such as (a) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity or (b) wholly or partly suspend or terminate the Federal award. If the non-Federal entity does not submit all reports in accordance with this section within one year of the period of performance end date, the Federal awarding agency must report the non Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per § 200.339.

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports to the EPA's Office of Water's State Revolving Fund data system, with review from the EPA Project Officer, after the end of each reporting period that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. 4). Data and details on outreach, training, and technical assistance activities, as described in the project's workplan, that occurred during the reporting period. This may include, but are not limited to: a. Amount, type, name, number of participants, and other pertinent details on outreach and training activities, including a list of communities that were contacted as part of the outreach; b. Difficulties with any outreach and training activities; c. Projected number of outreach and training activities for the next performance period; d. information on workforce development and training, including (1) on-the-job training; (2) Skills development; (4) advanced training or certification in the water utility sector relating to construction, utility operations treatment and distribution, green infrastructure, customer service, maintenance, and engineering.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

The report will reflect information pertaining to the state and its agency with oversight and the work performed to meet the objectives of the program and the grant activity during the period of performance. Reporting must provide a comprehensive review of the small or disadvantaged communities receiving assistance; the type of assistance provided / activities performed; and the breakdown of financial and direct grant assistance which subsidized the activities performed during the reporting cycle. The recipient will coordinate with the appropriate EPA regional office on reporting elements after the application has been approved for award. These performance reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, a discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The following information is to be included as part of each performance report, as well as in the final report as a cumulative

total of completed work. The information will also be the following:

- 1) Grant ID number.
- 2) Indicate the semi-annual performance period [date] to [date].
- 3) PWS Number(s) (if applicable):
- 4) The report summary will describe the progress of the project and/or activity provided during the reporting period. It also identifies the following information:

Census tract/block of benefitting communities

Project start date/completion date

Awarded amount

Amount of awarded federal funds spent during the reported performance period

Total Project Cost

[If project includes more than the funded amount, breakdown project by funding amounts and identify types of funding, *e.g. state funding, other federal funding, private funding, etc.*

List of emerging contaminants being addressed:

[INSERT List of Contaminants being addressed]

Community Type (indicate and describe the community, including census tract information):

Small

Disadvantaged

Both small and disadvantaged

Does the project address climate resiliency?

Yes, it meets the XXXXX Standards

Provide detailed information regarding the resiliency component of the project, including percentage of the grant directed to also address climate resiliency]

Project Type (multiple selections allowed):

Treatment

Include description of project

Transmission and Distribution

Include description of project

Source

Include description of project

Storage

Include description of project

Creation of New Systems

Include description of project

Consolidation

Include description of project

Household water quality testing, including for unregulated contaminants

Include description of project

Assistance to increase technical, managerial, and financial (TMF) capacity

Did the project or activities include information on the removal of emerging contaminants

Drinking water contamination response efforts

Include description of project

Other (includes space for a narrative description)

Public Health Impact Description (narrative)

Population served (either by Project or by the System)

Performance Reports - Frequency

The recipient will submit **semi-annual** performance reports, which are required. They are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting periods are October 1st through March 31st and April 1st through September 30th. Semi-annual reports are to be submitted electronically within 30 days after the semi-annual reporting period ends. The annual reporting period is from October 1st through September 30th. Annual reports are to be submitted electronically within 90 days after the annual reporting period ends. The semi-annual and annual reports must include progress towards the outcomes and outputs of the performance period. In accordance with 2CFR 200.329, the recipient must submit a final performance report no later than 120 days after the end date of the period of performance.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance, or the project is completion date and/or when all funding is expended.

Remedies for delinquency on report may result in actions as described in 2 CFR 200.339 such as (a) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity or (b) wholly or partly suspend or terminate the Federal award.

Subaward Performance Reporting

The recipient must report on its subaward activities and monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Conditional Award

EPA has conditionally approved the workplan to allow the recipient to proceed to work on approved workplan components. The recipient may incur costs on eligible activities associated with the approved workplan components up to **\$2,543,281.25**. The recipient must submit additional workplan components, otherwise known as "System Summary Sheets" for approval by the EPA Project Officer. The workplan addition must include but are not limited to, the following components: (1) description of activities to be funded including a discussion of how the proposed activities are necessary for a public water system and/or state to address emerging contaminants, other contaminants, and/or provides household water quality testing. The activities described must fund projects and activities that benefit small and/or disadvantaged communities, (2) timeline for the activities selected for funding, including milestones for specific tasks, and (3) description of the budget, including estimated funding amounts for each component/task. Until additional workplan component has been approved by EPA:

- 1) the recipient should not request payments for, and EPA will not make payments for, unapproved work; and

2) any costs incurred for unapproved work by the recipient are at its own risk.

D. Signage Required

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investingamerica-signage>.

b. Procuring Signs: State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

Kreipke Exhibit B

From: [Matis, Stephen \[DEP\]](#)
To: [Kreipke, Adrienne \[DEP\]](#)
Cc: [Parsons, Matt \[DEP\]](#)
Subject: FW: Pause EPA Grants
Date: Tuesday, January 28, 2025 4:50:41 PM

From: EPA_Grants_Info <EPA_Grants_Info@epa.gov>
Sent: Tuesday, January 28, 2025 4:50 PM
Subject: [EXTERNAL] Pause EPA Grants

Dear Grant Recipient,

EPA is working diligently to implement President Trump's [Unleashing American Energy](#) Executive Order issued on January 20 in coordination with the Office of Management and Budget. The agency has paused all funding actions related to the Inflation Reduction Act and the Infrastructure Investment and Jobs Act at this time. EPA is continuing to work with OMB as they review processes, policies, and programs, as required by the Executive Order.

Thank you.

Please do not reply to this message. This mailbox is not monitored.

Kreipke Exhibit C

From: [EPA Grants Info](#)
Subject: [EXTERNAL] Notice of Court's Order
Date: Monday, February 3, 2025 8:36:38 AM
Attachments: [Notice of Temporary Restraining Order 01-31-2025.pdf](#)

Dear Grant Recipient,

Pursuant to the Court's directive in *New York et al. v. Trump*, No. 25-cv-39-JJM-PAS (D.R.I.), ECF No. 50 (Jan. 31, 2025) all EPA assistance agreement recipients are receiving the attached Notice of the Court's Order for awareness and information. A copy of the Court's Order is also attached for reference. If you have any questions about the scope or effect of the Court's Order, please contact your Grants Award Official.

Thank you.

Please do not reply to this message. This mailbox is not monitored.

Kreipke Exhibit D

**Account Balance Inquiry**Date: 02/04/2025
Time: 10:22 AM**ALC/Region:**

68128933

Agency Short Name:

RTP-Grants

Account ID:

N/A

Recipient ID:**Requestor ID:****Account Status:**

Suspended



As of Date:

Feb 3, 2025

Inquiry Results:

Recipient ID	Short Name	Account ID	Cumulative Authorizations	Cumulative Draws/RP/BE	Current Available Balance
3455702	NJDEP	4896251624	\$66,114,000.00	\$0.00	\$66,114,000.00
3455702	NJDEP	4Z96213924	\$491,314.00	\$0.00	\$491,314.00
3455702	NJDEP	5A96218423	\$848,000.00	-\$257,039.00	\$590,961.00
3455702	NJDEP	5D96225323	\$3,000,000.00	-\$359,528.00	\$2,640,472.00
3455702	NJDEP	5E84100901	\$248,937,720.00	\$0.00	\$248,937,720.00
3455702	NJDEP	5T96265700	\$906,000.00	\$0.00	\$906,000.00
3455702	NJDEP	5U96266224	\$36,920.00	\$0.00	\$36,920.00
3455702	NJDEP	C697251913	\$550,999.00	-\$550,999.00	\$0.00
3455702	NJDEP	DS96267717	\$536,118.00	-\$419,087.00	\$117,031.00
3455702	NJDEP	RP96241522	\$859,027.00	-\$611,483.00	\$247,544.00
Totals:			\$322,280,098.00	-\$2,198,136.00	\$320,081,962.00

Kreipke Exhibit E

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 96225323 MODIFICATION NUMBER: 0 PROGRAM CODE: 5D		DATE OF AWARD 08/17/2023
		TYPE OF ACTION New		MAILING DATE 08/22/2023
		PAYMENT METHOD: ASAP		ACH# 20047
		RECIPIENT TYPE: State		
RECIPIENT: New Jersey Dept of Environmental Protection 428 E. State Street Trenton, NJ 08608-1503 		PAYEE: New Jersey Dept of Environmental Protection dba Division of Financial 428 E. State Street Trenton, NJ 08608-1503		
PROJECT MANAGER Helaine Barr P.O. BOX 420 TRENTON , NJ 08625-0420 Email: helaine.barr@dep.nj.gov Phone: 609-633-1446		EPA PROJECT OFFICER Edward Linky 290 Broadway, ARD/APB New York, NY 10007-1866 Email: linky.edward@epa.gov Phone: 212-637-3764		EPA GRANT SPECIALIST Nicholas Porsborg Grants and Audit Management Branch, MSD/GAMB 290 Broadway New York, NY 10007-1866 Email: Porsborg.Nicholas@epa.gov Phone: 212-637-3432
PROJECT TITLE AND DESCRIPTION NJ Climate Pollution Reduction Grant See Attachment 1 for project description.				
BUDGET PERIOD 07/01/2023 - 06/30/2027	PROJECT PERIOD 07/01/2023 - 06/30/2027	TOTAL BUDGET PERIOD COST \$3,000,000.00	TOTAL PROJECT PERIOD COST \$3,000,000.00	
NOTICE OF AWARD Based on your Application dated 04/28/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$3,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 2 , Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2, Air and Radiation Division R2 - Region 2 290 Broadway New York, NY 10007		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Donald Pace - Director				DATE 08/17/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$3,000,000	\$3,000,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$3,000,000	\$3,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.046 - Climate Pollution Reduction Grants	Clean Air Act: Sec. 137	2 CFR 200, 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$502,054
2. Fringe Benefits	\$219,624
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,227,595
7. Construction	\$0
8. Other	\$910,000
9. Total Direct Charges	\$2,859,273
10. Indirect Costs: 0.00 % Base	\$140,727
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$3,000,000
12. Total Approved Assistance Amount	\$3,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$3,000,000
15. Total EPA Amount Awarded To Date	\$3,000,000

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to the New Jersey Department of Environmental Protection to

develop a comprehensive, economy-wide climate mitigation plan or update an existing plan in collaboration with air pollution control districts, and large and small municipalities statewide, and tribal governments that will support actions to reduce greenhouse gases (GHG) and harmful air pollutants and to conduct meaningful engagement with low- income and disadvantaged communities. This agreement is a project which ends with a Final Approved Plan and Project Status Report in 2027. I

A major defined goal and requirement is to produce a plan which coordinates with and leverages existing federal funding so that Low Income and Disadvantaged Communities (LIDAC) fully benefit from the technologies and management practices which will be identified in the PCAP and CCAP elements as noted below. T

These Offices and agencies will lead the development of the State's CPRG Grant deliverables"

The New Jersey Department of Environmental Protection (NJDEP)

The New Jersey Board of Public Utilities (NJBPU)

The Governor's Office of Climate Action and the Green Economy (OCAGE)

The deliverable will be based on two foundational documents:

The 2019 Energy Master Plan

The 80x50 Report (The Global Warming Response Act

Stakeholder engagement supporting the PCAP development will identify and quantify green house gas reduction measures and benefits for Low Income Disadvantaged Communities (LIDAC)

In general, activities include the development, updating, and evaluation of plans to reduce climate pollution (i.e., to reduce GHG emissions and/or enhance carbon sinks). Specific activities include . . .

Expansion of the 2022 Green House Gas Emissions Inventory Midcycle Update Report

This report will thematically connect to the priorities and outputs of of the New Jersey Green Clean Buildings Working Group,

The NJ Regional Green House Gas Initiative (RGGI) Funding Plans,

The NJ Green Jobs for a Sustainable Future Report

, NJ's Food Waste Reduction Plan ,

Green House Gas Monitoring and Reporting Rule,

The Electric (EV) Law (transportation electrification rules

The Natural Working Lands Strategy Three key deliverables will be produced and submitted over the course of the four-year program period, including: a Priority Climate Action Plan (PCAP), due March 1, 2024; a Comprehensive Climate Action Plan (CCAP), due two years from the date of the award; and a Status Report, due at the close of the grant period.

The expected outcomes include a PCAP and CCAP that identifies: tons of pollution (GHGs and co-pollutants) reduced over the lifetime of the measures; tons of pollution (GHGs and co-pollutants) reduced annually; and tons of pollution (GHGs and co-pollutants) reduced with respect to low-income and disadvantaged communities. Other expected outcomes include: .

. .

Key Deliverable # 1 PCAP

New programs and expansion of existing Green House Gas Reduction programs state wide such as:

IT PAY\$ to Plug In Grant Program

Charge Up New Jersey

e Mobility Grants for electric car sharing and car hailing services

diesel vehicle and equipment electrification grants

NJ Zero Emission Incentive Program

NJ EV Tourism Grants

Community Energy Grant Programs

Whole House Pilot program

Commercial Property Assessed Clean Energy Program

Natural Climate Solutions Program.

All of the above will focus on near term high priority measures that align with LICAC and Environmental Justice measures

Key Deliverable #2 CCAP

The CCAP will be based on the 80x50 Report and address all seven major sectors of the State's economy :transportation, buildings ,electric generation, industry, waste and agricultural with halogenated gases and methane from natural gas transmission and distribution, carbon sequestration by agricultural croplands, grass lands, forests, wetlands, saltmarshes and developed lands.

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LIDAC Benefits and full geographic scope benefits and analysis of workforce development. This analysis will be performed by Rutgers University Climate Change Resource Center and incorporate measures of co pollutant reductions impacts to health, work force impacts, energy burden impacts and climate resiliency, NJ will utilize the PCAP engagement process and utilize the definitions contained in the NJ Environmental Justice Law as well as information collected in the PCAP process . A Rapid Health Impact Assessment will also be developed to qualitatively assess health equity outcomes anticipated by full implementation of the CCAP. updated . In addition Rutgers will utilized a cross disciplinary tram composed of professionals from the Bloustein School of Public Policy, the Heldrich Center for Workforce Development and the Busines School. The quantification of benefits will be a quantification of benefits in the first quarter of 2025.

The intended beneficiaries include . .

NJDEP in partnership with OCAGE and BPU will using the PCAP method coordinate intergovernmental efforts for the CCAP. A series of focused meetings is intended to build consensus around priorities recommendations and funding opportunities for implementation of the CCAP. NJDEP will use its existing relationships with the League of Municipalities, Association of Counties and Sustainable New Jersey to build this consensus. Feedback from the Office of Environmental Justice , Office of Science and Research, fish and Wildlife will participate in an electronic registry and repository for background materials.

Key Deliverable # 3: Status Report

The Status Report will document the collection of data from the PACP and CCAP. focusing on the results of stakeholder engagement. The Report will include implementation status of quantified greenhouse gas emission reduction measures addressed in the CCAP from the seven major sectors of the states' economy identified in the CCAP. Full geographic and populations benefits analysis, workforce planning analysis and authority to implement the measures identified in the CCAP along with funding levels.

By Summer/Fall 2027 the NJDEP in the Status Report expects to have a refined greenhouse gas inventory through 2024-25 which incorporate improved methods for estimated land bases sources and sinks of green house gases. The Inventory will be updated annually. Starting in Spring 2026 the NJDEP will evaluate the CCAP to determine if any relevant updates are need for LIDAC benefits.

Sector Specific Subaward \$210,000

Workforce Planning and Low Income Disadvantaged Community Subaward \$400,000

Energy Sector Modeling Subaward \$135,000

Green House Gas Inventory Subaward \$125,000

All of the subawards support the PCAP and CCAP in the following manner. They enhance the scope and depth of on going programs and laws which reduce Green House Gas Emissions in LIDAC areas of the State. The workforce and Health Benefits analysis

associated with these programs are intended to demonstrate the benefits of co pollutant health and workforce benefits.

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Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: [EPA General Terms and Conditions effective October 1, 2022 or later \(pdf\)](#) . These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. CORRESPONDENCE CONDITION

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist of record for this agreement.
- MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist of record for this agreement.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist of record for this agreement and the Project Officer of record for this agreement.
- Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist of record for this agreement and the Project Officer of record for this agreement.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer of record for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: **a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities**. In addition, if there are overdue reports required by the administrative and

programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#)

C. PRE-AWARD COSTS

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from July 1, 2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC CONDITIONS

Climate Pollution Reduction Grants Specific Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

Quarterly performance reports are required to be submitted electronically to the EPA Project Officer within 30 calendar days after the reporting period (every three-month period). Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

July 1 – September 30 Reporting Period: report due date October 30 (note, in year 1, this reporting period should begin at the project start date)

October 1 – December 31 Reporting Period: report due date January 30

January 1 – March 31 Reporting Period: report due date April 30

April 1 – June 30 Reporting Period: report due date July 30

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. DELIVERABLES AND REQUIREMENTS

States that accept an award are required to produce and electronically submit the following three deliverables by the date specified:

- 1.) By March 1, 2024, a Priority Climate Action Plan (PCAP), which is a narrative report that includes a focused list of near-term, high-priority, implementation ready measures to reduce Greenhouse Gas (GHG) pollution and an analysis of GHG emissions reductions that would be achieved through implementation. These initial plans can focus on a specific sector or selected sectors, and do not need to comprehensively address all sources of GHG emissions and sinks in the jurisdiction. The PCAP must include: a GHG inventory; quantified GHG reduction measures; a low-income and disadvantaged communities benefits analysis; and a review of authority to implement.
- 2.) A Comprehensive Climate Action Plan (CCAP), due 2 years from the date of the award. The CCAP is a narrative report that should touch on all significant GHG sources/sinks and sectors present in a state or metropolitan area, establish near-term and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals. Each CCAP must include: a GHG inventory; GHG emissions projections; GHG reduction targets; quantified GHG reduction measures; a benefits analysis for the full geographic scope and population covered by the plan; a low-income and disadvantaged communities benefits analysis; a review of authority to implement; a plan to leverage other federal funding; and, a workforce planning analysis.
- 3.) A Status Report, due at the closeout of the 4-year grant period. This report should include the implementation status of

the quantified GHG reduction measures included in the CCAP; any relevant updated analyses or projections supporting CCAP implementation; and, next steps and future budget/staffing needs to continue CCAP implementation.

States must coordinate with municipalities and air pollution control agencies within their state to include priority measures that are implementable by those entities. States are further encouraged to similarly coordinate with tribes. In all cases, the lead organization for a state or metropolitan area PCAP funded through the CPRG program must make the PCAP available to other entities by March 1, 2024 for their use in developing an implementation grant application.

State lead organizations must involve stakeholder groups and the public in the process for developing the PCAP and CCAP. Potential stakeholders include urban, rural, and underserved or disadvantaged communities as well as the general public, governmental entities, federally recognized tribes, Port Authorities, labor organizations, community and faith-based organizations, and private sector and industry representatives.

C. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

E. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

F. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events related to activities accomplished as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

G. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

H. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QMP,

ii. Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QMP within 60 days after grant award, and/or no more than 90 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP (for existing environmental information),

ii. Prepare QAPP in accordance with the current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#),

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 60 days after grant award, and/or no more than 90 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.


For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#); Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

I. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the New Jersey Department of Environmental Protection received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#police>

Kreipke Exhibit F

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 84100901	DATE OF AWARD 10/15/2024
		MODIFICATION NUMBER: 0	MAILING DATE 10/18/2024
		PROGRAM CODE: 5E	ACH# 20047
		TYPE OF ACTION New	
RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION P.O. BOX 420 428 E STATE ST TRENTON, NJ 08625-0420		PAYEE: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION P.O. Box 420 Trenton, NJ 08625-0420	
PROJECT MANAGER Peg Hanna P.O. BOX 420 Mail Code: 401-02 TRENTON, NJ 08625-0420 Email: peg.hanna@dep.nj.gov Phone: 609-940-5766		EPA PROJECT OFFICER Juan Gutierrez 290 Broadway, CASD/SMPB New York, NY 10007 Email: gutierrez.juan@epa.gov Phone: 212-637-3495	EPA GRANT SPECIALIST Brandon EPierce 1200 Pennsylvania Ave NW, 3903R Washington, DC 20460 Email: pierce.brandon@epa.gov Phone: 202-564-2972
PROJECT TITLE AND DESCRIPTION Clean Corridor Coalition - Installation of charging hubs for trucks travelling through CT, NJ, MD & DE See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2024 - 09/30/2029	PROJECT PERIOD 10/01/2024 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 248,937,720.00	TOTAL PROJECT PERIOD COST \$ 248,937,720.00
NOTICE OF AWARD Based on your Application dated 04/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 248,937,720.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 248,937,720.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Environmental Protection Agency, Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460		ORGANIZATION / ADDRESS U.S. EPA, Region 2, Air & Radiation Division R2 - Region 2 209 Broadway New York, NY 10007	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Barbara Proctor - Associate Award Official			DATE 10/15/2024

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2402HE0377	2226	E4SF5	02M1	000ACGXJ2	4132	-	-	\$ 248,900,000
-	2402HE0377	2425	B	02M1	000A46	4132	-	-	\$ 37,720
									\$ 248,937,720

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 6,700
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 98,077,805
7. Construction	\$ 0
8. Other	\$ 150,853,215
9. Total Direct Charges	\$ 248,937,720
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 248,937,720
12. Total Approved Assistance Amount	\$ 248,937,720
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 248,937,720
15. Total EPA Amount Awarded To Date	\$ 248,937,720

Attachment 1 - Project Description

The purpose of this award is to provide funding under the Inflation Reduction Act (IRA) to New Jersey Department of Environmental Protection. The recipient will implement greenhouse gas (GHG) reduction programs, policies, projects, and measures identified in a Priority Climate Action Plan (PCAP) developed under a Climate Pollution Reduction Grants (CPRG) planning grant. Activities conducted through this grant will benefit all residents and visitors to States of New Jersey, Maryland, Delaware, and Connecticut through four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these GHG reductions and community benefits; and, pursuit of innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions.

This project proposal aims to support the adoption of commercial Zero-Emission Medium - and Heavy-Duty Vehicles (ZE-MHDVs) to reduce GHG emissions. The initiative will provide funding to develop freight truck charging infrastructure sites, offer technical assistance to site hosts, engage with communities, and enhance regional planning and coordination of ZE-MHDV infrastructure investments to facilitate market transformation. The focus will be on specific freight corridor segment infrastructure investment. The coalition comprises the New Jersey Department of Environmental Protection (NJ DEP) as lead applicant, and subrecipients Connecticut Department of Energy and Environmental Protection (CT DEEP), Delaware Department of Transportation (DelDOT), Maryland Department of the Environment (MDE), and Maryland Department of Transportation (MDOT).

In general, the activities are to reduce climate pollution. Specific activities include:

- Public Medium and Heavy-Duty electric charging infrastructure site development for the construction of charging sites for zero-emission freight trucks Zero Emission Medium and Heavy Duty vehicles installed at discreet sites along I-95 corridor through the states of New Jersey, Maryland, Delaware, and Connecticut.
- Workforce Development - Workers, including from Low-Income and Disadvantaged Communities, will be trained in the construction, operation and maintenance of Medium and Heavy-Duty Vehicle charging infrastructure for a skilled workforce. Workers will be capable of safely and efficiently building the Medium and Heavy-Duty electric vehicle charging infrastructure needed to meet vehicle electrification goals in New Jersey, Maryland, Delaware, and Connecticut.

Key deliverables will be produced and submitted over the course of the five-year program period, including:

- Public Medium and Heavy-Duty Electric Charging Infrastructure

o Expected outcomes:

GHG emissions reductions: CO₂e through 2030 and CO₂e reductions through 2050.

Criteria Air Pollutant (CAP) emissions reductions: reduction of NO_x, Volatile Organic Compound (VOC), and PM_{2.5} in 2030.

Air quality improvements for the communities adjacent to the corridor, including Low-Income and

Disadvantaged Communities, resulting in reduced asthma rates and reduced premature deaths.

Investments in these projects creating the equivalent of over 423 job-years as a direct and indirect result of the proposed grant.

- Workforce Development

o Expected Outcomes:

A skilled workforce capable of safely and efficiently building the Medium and Heavy-Duty electric vehicle charging infrastructure needed to meet vehicle electrification goals in States of New Jersey, Maryland, Delaware, and Connecticut through the year 2030.

The intended beneficiaries include:

- States of New Jersey, Maryland, Delaware, and Connecticut
- Low-Income and Disadvantaged Communities (LIDAC)
- LIDAC areas identified at the census block level that will benefit from this grant proposal
- Disadvantaged communities (i.e., EPA IRA Disadvantaged Communities Census Block Groups) are located within 100 meters on either side of the I95 freight corridor
- Additionally, an estimated 259 Census block groups with an EJScreen Traffic Proximity Supplemental Index of 90th percentile or above are within 500 meters on either side of the freight corridor.
- In total, over 1.7 million people are estimated to live in a Census block group adjacent to the project corridor and nearly 30 percent of those residents, and just over 500,000 people are estimated to live in LIDAC areas.
- The workforce training will be paired with job opportunities in LIDACs and for LIDAC residents. Awards and Sub-Awards for Site Selection Design, and Construction | The coalition members have agreed that the lead, NJ DEP, will subaward funds to each state so that each state can independently procure vendors to select, design, and construct ZE-MHDV infrastructure. The subawards were calculated using the relative emissions of PM2.5 from on-road sources in the counties overlapping the corridor.

Administrative Conditions

A. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

B. Correspondence Condition (updated 06/21/24)

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and **EPA Grants Specialist**
- MBE/WBE reports (EPA Form 5700-52A): DBE Coordinator, OMS-OGD-MBE_WBE@epa.gov and **EPA Grants Specialist**.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **EPA Project Officer** and **EPA Grants Specialist**
- Payment requests (if applicable): **EPA Project Officer**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **EPA Project Officer**

C. Prompt Payment

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

D. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to

consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2024, the limit is \$735.60 per day and \$91.95 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Contracts and subcontracts with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

Programmatic Conditions

Climate Pollution Reduction Implementation Grants Programmatic Terms and Conditions

A. Deliverables

The first phase of the Climate Pollution Reduction Grants (CPRG) program provided funding for designing Priority Climate Action Plans (PCAPs) that incorporate a variety of measures (i.e., programs, policies, measures, and projects) that reduce greenhouse gas (GHG) emissions. The purpose of this CPRG Implementation assistance agreement is to implement proposed measures within a specified PCAP identified in the CPRG Implementation Grant General Competition application. All programs, policies, measures, and projects contained in the final, approved CPRG implementation assistance agreement workplan are required deliverables.

The recipient agrees to implement GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a PCAP developed under a CPRG planning grant and included in the CPRG implementation grant workplan. The recipient agrees to ensure that each is successfully implemented before the end of the grant project period. The recipient agrees to successful project implementation, which includes the process of putting a decision or plan into effect; executing the program, policies, projects and/or measures, not just planning or designing the programs, policies, projects and/or measures. The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, including actual GHG emissions reduced, not just the expected outputs and outcomes of the proposed measures. Clean Air Act (CAA) section 137 also requires that CPRG Implementation grant recipients address the degree to which a grant reduces GHG emissions in total and with respect to low-income and disadvantaged communities, where “greenhouse gas” refers to the air pollutants carbon dioxide (CO₂), hydrofluorocarbons (HFCs), methane (CH₄), nitrous oxide (N₂O), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).

To the best of their ability, the recipient agrees to:

- implement GHG emission reduction programs, policies, measures, and projects that are expected to reduce GHG emissions (or enhance GHG removals) by the estimated cumulative total GHG emission reductions from the final approved workplan;
- only report emission reductions occurring as a result of CPRG funding; and
- only report emission reduction data in units of million metric tons of carbon dioxide equivalent (MMTCO₂e) where appropriate, calculated using the global warming potentials (GWP) in the International Panel on Climate Change's (IPCC) Fifth Assessment Report.

Refer to the Notice of Funding Opportunity, EPA-R-OAR-CPRGI-23-07 (https://www.epa.gov/system/files/documents/2023-09/CPRG_General_Competition_NOFO.pdf), Appendix B, Global Warming Potentials for GHGs, for details about how to apply GWP values for different gases.

For the measures included in the final, approved assistance agreement work plan, the recipient agrees to provide transparent GHG emission reduction estimates based on high-quality, thorough, reasonable, and comprehensive methodologies, assumptions, and calculations. Examples of tools that could be used to assist in these GHG quantifications can be found at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

B. Final Approved Work Plan and Modifications

The recipient agrees to implement the measures in the EPA-approved work plan that will achieve significant cumulative GHG reductions by 2030 and beyond.

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA:

- For any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- For change in key personnel (including employees and contractors) that are identified by name or position in the Federal award;
- For the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator;
- For the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;
- For the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other budget categories;
- For the subawarding, transferring or contracting out of any work under the award;
 - Changes in the total approved cost-sharing amount
 - When the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved work plan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented, specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low-income and disadvantaged communities, may not be allowed. The recipient shall not make changes to the proposed activities in the EPA-approved work plan without prior written approval from the EPA. The recipient shall contact the EPA Project Officer with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues regarding proposed measures arise that cannot be resolved, the EPA may elect to terminate the assistance agreement, and/or if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved work plan that would result in undermining the integrity of the award competition will not be approved.

For grants that are awarded to a recipient that is serving as the lead for a coalition under the CPRG program, the recipient agrees to abide by the terms set out in the Memorandum of Agreement (MOA), including the roles, responsibilities, and commitments that each partner will provide to ensure project success, the operating model for the coalition, and the resources that each partner will contribute to the project. As established in the CPRG coalition's MOA, the lead applicant is accountable to the EPA and accepts full responsibility for effectively carrying out the full scope of work and proper financial

management of the grant. Coalition members who are grant subrecipients are accountable to the lead applicant for proposed use of EPA funding and successful project implementation. The recipient shall not make changes to the signed MOA without prior written approval from the EPA.

C. Performance Reporting and Final Performance Report

1. Performance Reports - Content

The recipient agrees to inform the EPA as soon as it is aware of problems, delays, or adverse conditions that will materially impair the recipient's ability to meet the outputs/outcomes specified in the final, approved assistance agreement work plan. The recipient agrees to inform the EPA immediately rather than waiting until the next performance report is due.

The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. The recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. The recipient agrees to track and report separately on the work conducted and GHG emissions reductions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipients also agree to track and report separately on the budgets for each measure.

In accordance with 2 CFR 200.329, the recipient agrees to submit semi-annual, one-year, and final performance progress reports that include brief information on each of the areas specified below. To ensure the EPA can effectively monitor progress towards the achievement of measures, the recipient also agrees to report progress for each measure identified in the final, approved assistance agreement work plan as soon as work is completed and information is available.

a. Semi-Annual: The recipient agrees to submit semi-annual performance reports that include brief information on each of the following areas:

- (1) a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;
- (2) a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);
- (3) if necessary, a description of the reasons why any implementation timeline milestones or outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;

- (4) documentation of community engagement activities conducted in low-income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the measure;
- (5) as applicable, strategies for mitigating environmental risks;
- (6) a description of any climate resiliency planning, siting, design, and operation of the project.
- (7) as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);
- (8) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);
- (9) as applicable, updates regarding changes to contracts, subgrants, and participant support costs;
- (10) as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and
- (11) summary of anticipated activities for the next 6-month reporting period.

b. One-year report: As part of the second semi-annual progress report (*i.e.* the more detailed one-year report), the recipient agrees to report the additional data to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, Office of Management and Budget (OMB) Control Number 2060-0763. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request. This includes co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change. In addition, the recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Census block group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program.

c. Final Report: The recipient also agrees to submit a detailed final report and to report certain data associated with the final report to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, OMB Control Number 2060-0763.

d. Subaward Performance Reporting

Subawards establish a financial assistance relationship under which the subrecipient's employees and contractors implement programs and projects to accomplish the goals and objectives of the grant. Subrecipients (which includes Coalition members) are subject to the same federal requirements as the pass-through entity. (For more details, see General Terms and Conditions 8. Establishing and Managing Subawards, applicable provisions of 2 CFR Part 200, the EPA's Subaward Policy). The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be

reported if the pass-through entity has the information available are:

- (1) Summaries of results of reviews of financial and programmatic reports.
- (2) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- (3) Environmental results the subrecipient achieved.
- (4) Summaries of audit findings and related pass-through entity management decisions.
- (5) Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

As with any EPA grant with a grant recipient subawarding to subrecipients, the grant recipient is accountable to the EPA and accepts responsibility for carrying out the full scope of work and proper financial management of the grant. In the event that a coalition member withdraws, the grant recipient continues to be subject to the EPA's terms and conditions for the grant, the subaward policy, and EPA grants policy. In circumstances where the EPA deems that the withdrawal of a coalition member fundamentally alters the project or jeopardizes the project's success, the EPA will consider appropriate remedies and reserves the right to terminate an awarded grant (see 2 CFR 200.339 through 343)

2. Performance Reports - Frequency

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the six-month reporting period ends. Semi-annual reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated for the duration of the award agreement.

October 1 – March 31 Reporting Period: report due April 30 (**note, in year 1, this reporting period should begin at the project start date**)

April 1 – September 30 Reporting Period: report due October 30

As part of the second semi-annual performance report that is submitted one year after the grant award, the recipient agrees to submit the **one-year** performance report that includes the additional details specified above in section C.1.b.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

D. Allowable and Unallowable Activities

The recipient agrees to only use this CPRG Implementation grant award funding to implement measures in the EPA approved workplan for this CPRG Implementation grant and follow the grant Terms and Conditions.

All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. In addition, the recipient agrees to obtain prior approval from the EPA Award Official prior to the expenditure of the award for financial assistance as well as other activities that involve acquiring real property, including related equipment purchases, if not already in the EPA approved work plan.

The recipient agrees to not use the award for the following unallowable activities: (a) activities that are not in the EPA approved work plan; (b) activities that support measures, activities or projects outside the boundaries of the ten EPA regions. The recipient also agrees not to use this CPRG award to replace existing program federal funding, but the recipient may use CPRG funds to supplement or expand existing programs. The recipient also agrees not to use the award for activities associated with defending against, settling, or satisfying a claim by a private litigant, except when either (a) the claim stems from the recipient's compliance with the terms and conditions of the award agreement or (b) the recipient has obtained prior written approval from the EPA Project Officer.

The recipient agrees to not use the award to aid regulated entities to comply with EPA regulatory requirements.

E. Davis-Bacon Related Act Term and Condition

1. Program Applicability

- a. Climate Pollution Reduction Implementation Grants.
- b. Section 314 of the Clean Air Act.
- c. Construction activities conducted under a Climate Pollution Reduction Implementation Grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts

- a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. Cybersecurity Condition

1. State Grant Cybersecurity

a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

b. (1) The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

G. Climate Resilience:

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

H. Subawards

Refer to the General Terms and Condition, 8. "Establishing and Managing Subawards" and EPA Subaward Policy webpage (<https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>) for access to additional information, including a subaward agreement template found in Appendix D.

The recipient must include the Build America, Buy America terms in any subawards, request for proposals, or solicitations for bids, and in all contracts.

I. QUALITY ASSURANCE

AUTHORITY

Quality Assurance applies to all assistance agreements involving environmental information as defined in

2 CFR 1500.12, Quality Assurance.

FLOW DOWN

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure those sub-award recipients develop and implement the Quality Assurance (QA) planning document(s) in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

QUALITY MANAGEMENT PLAN (QMP)

1. The recipient must develop and document quality assurance policies and practices that are sufficient to produce environmental information of adequate quality to meet program objectives.
 - a. If the recipient does not have a currently approved QMP, prior to beginning environmental information operations, the recipient must:
 - i. Develop a QMP for EPA review.
 - ii. Prepare the QMP in accordance with the most current version of the [Quality Management Plan \(QMP\) Standard](#).
 - iii. Submit the QMP to the EPA Project Officer (PO) no more than 120 days after grant award and within 90 days prior to initiating data collection or data compilation.
 - iv. [Should](#) there be multiple programs involved in a grant agreement or cooperative agreement, at the recipient's discretion, they may submit one of the following:
 - A single QMP covering all the programs funded in the agreement; or
 - A separate QMP for each program receiving funds under the agreement.
 - b. If the recipient has a current EPA approved QMP, prior to beginning environmental information operations, the recipient must:
 - i. Continue to implement and adhere to the EPA approved QMP.
 - ii. If not included within the approved EPA QMP, a stand-alone approved Quality Assurance Project Plan (QAPP) is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics or data. The recipient agrees to ensure that an approved QAPP is completed for each project.
2. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved in writing by the EPA PO and EPA Regional QA Manager (RQAM) (or designee), or through authorized delegation under an EPA approved recipient QMP based on procedures documented in their QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.
3. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the

performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

4. QMPs may be approved for up to five years. QMPs may be updated more often if significant changes take place in the organization or its programs. QMPs will be approved or concurred and tracked by the appropriate EPA RQAM (or designee).

5. In support of the graded approach, exceptions or modifications to the requirement for a QMP supported by project-specific QAPPs may be made on a case-by-case basis by the RQAM, Air & Water Quality Assurance Team (AWQAT) Leader and/or Hazardous Waste Support Section (HWSS) Chief, in consultation with the QAO and PO. Examples may include, but not be limited to, the following: Small grants as defined by the EPA Small Grants Policy; one-time, short-term, and special projects or projects of limited scope; or organizations using or generating environmental data for public education purposes.

QUALITY ASSURANCE PROJECT PLAN (QAPP)

1. The recipient must develop and document quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives.
 - a. Prior to beginning environmental information operations, the recipient must:
 - i. Develop a QAPP for EPA review.
 - ii. Prepare the QAPP in accordance with the most current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#).
 - iii. Submit the QAPP to the EPA PO at least 120 days prior to initiating data collection, data compilation, or data use.
2. After the recipient's QAPP is approved in writing by the EPA Project Officer (PO) and Quality Assurance Officer (QAO), the recipient agrees to sign and return the QAPP to the EPA PO and others on the QAPP distribution list within 60 days.
3. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved in writing by the EPA PO and EPA Regional QA Manager (RQAM) (or designee), or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.
4. The recipient must review their approved QAPP at least annually or as necessary for consistency with the EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#).
5. QAPPs may be approved for up to five years or may be updated more often if significant changes take place.

FOR REFERENCE

[Quality Management Plan \(QMP\) Standard](#) and EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#);

Contain specifications for non-EPA organization when invoked through agreements or the Code of Federal Regulations.

Contain the definitions applicable to these terms and conditions.

[EPA QA/G-5: Guidance for Quality Assurance Project Plans](#)

[EPA Region 2 Quality Management Plan \(QMP\)](#)

[EPA's Quality Program](#) website has:

a [list of QA managers, and](#)

[Quality Specifications for non-EPA Organizations to do business with EPA](#) contains examples of environmental activities.

[The Office of Grants and Debarment Quality Assurance Requirements.](#)

J. Retention / Required Documentation

In accordance with 2 CFR 200.334, the recipient must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period. Examples of the required records include: (1) time and attendance records and supporting documentation; and (2) documentation of compliance with statutes and regulations that apply to the project.

In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the demonstration projects or activities, device and/or the device components are to be sold, the recipient must comply with the program income requirements (see the Program Income section below).

K. Program Audit

The EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives may request documentation from current recipients to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant

application or other enforcement action.

L. Use of Submitted Information

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with [40 CFR 2.203](#). (Review EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses <https://www.epa.gov/grants/epa-solicitation-clauses>).

The EPA may make publicly available on the EPA's website or another public website copies or portions of CPRG grant project information.

The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

M. Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the grant recipient. The recipient may provide financial assistance and project-deployment technical assistance to enable low-income and disadvantaged communities to deploy and benefit from eligible zero emissions technologies in the form of participant support costs.

The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs:

1. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.
2. Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (<https://www.epa.gov/grants/rain-2018-g05-r1>). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials.
3. Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

- a. describe the activities that will be supported by rebates, stipends, subsidies or other payments;
- b. specify the amount of the rebate, subsidy, stipend, or other payment;
- c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;
- d. specify any reporting required by the program beneficiary and the length of time for such reporting;
- e. establish source documentation requirements (e.g., invoices) for accounting records; and
- f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

4. Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award when the program participant rather than the recipient owns the equipment, per 2 CFR 1500.1(a)(1). Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

N. SIGNAGE REQUIREMENTS

1. Investing in America Emblem

The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>

2. Procuring Signs

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged

to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.

O. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the New Jersey Department of Environmental Protection received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

P. Public or Media Events

The EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

Q. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See EPA Guidance on Participant Support Costs: <https://www.epa.gov/sites/default/files/2020-11/documents/epa-guidance-on-participant-support-costs.pdf>.

R. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

S. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

T. Health and Safety Plan

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to the EPA but must be made available to the EPA upon request. The recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled "Hazardous Waste Operations and Emergency Response."

U. Special - Light Refreshments and/or Meals

u+00A0 The approved workplan for this agreement has budgeted funds to incentives community members to participate in workshops and trainings related to workforce development. However, because the specific details and components of the food costs for the planned events have not been described in the workplan, the recipient must obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals to be served at each workshop or meeting. The recipient shall send the request for approval to the EPA Project Officer, EPA Grants Specialist and the Region2_GrantApplicationBox@epa.gov at least 45 days prior to the scheduled event. The request should include all of the information stipulated in EPA's Programmatic General Term and Condition titled, "Light Refreshments and/or Meals." (See link to the General Terms and Conditions applicable to this award provided in the Grant-specific Administrative Conditions above.)

V. Historic Preservation

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed

in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

W. Other Federal Requirements

In addition to the statutes outlined in the Labor and Equitable Workforce Programmatic Term and Condition, Build America, Buy America Programmatic Act Term and Condition, Historic Preservation Programmatic Term and Condition, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:


- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition "Reporting Subawards and Executive Compensation."
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program

for the coastal zone.

For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 96265700	DATE OF AWARD 12/11/2024
		MODIFICATION NUMBER: 0	MAILING DATE 12/16/2024
		PROGRAM CODE: 5T	ACH# 20047
		TYPE OF ACTION New	
RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION P.O. BOX 420 428 E STATE ST TRENTON, NJ 08625-0420 [REDACTED]		PAYEE: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION 428 E. State Street Trenton, NJ 08608-1503	
PROJECT MANAGER Lui Lim PO Box 420, Mail Code: 401-02 TRENTON, NJ 08625-0420 Email: luis.lim@dep.nj.gov Phone: 609-940-5772		EPA PROJECT OFFICER Gavin Lau 290 Broadway, ARD/APB New York, NY 10007 Email: Lau.Gavin@epa.gov Phone: 212-637-3708	EPA GRANT SPECIALIST Kelsey Steele EPA Region 2 Mission Support Division, Grants and Compliance Management Branch, MSD/GCMB 290 Broadway, 27th Floor New York, NY 10007 Email: steele.kelsey@epa.gov Phone: 212-637-3457
PROJECT TITLE AND DESCRIPTION Multipollutant Air Monitoring in the State of New Jersey Inflation Reduction Act 60105(b) See Attachment 1 for project description.			
BUDGET PERIOD 08/01/2024 - 07/31/2029	PROJECT PERIOD 08/01/2024 - 07/31/2029	TOTAL BUDGET PERIOD COST \$ 906,000.00	TOTAL PROJECT PERIOD COST \$ 906,000.00
NOTICE OF AWARD Based on your Application dated 05/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 906,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 906,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2, Air and Radiation R2 - Region 2 290 Broadway New York, NY 10007	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Donald Pace - Director			DATE 12/11/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 906,000	\$ 906,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 906,000	\$ 906,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Inflation Reduction Act: Sec. 60105b Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2402HE0325	2231	E1SFX	02M1	000AMTXM2	4183	-	-	\$ 906,000
									\$ 906,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 225,000
5. Supplies	\$ 21,000
6. Contractual	\$ 600,000
7. Construction	\$ 0
8. Other	\$ 60,000
9. Total Direct Charges	\$ 906,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 906,000
12. Total Approved Assistance Amount	\$ 906,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 906,000
15. Total EPA Amount Awarded To Date	\$ 906,000

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to the New Jersey Department of Environmental Protection for the expansion and enhancement of their air monitoring activities. Specifically, the recipient will procure equipment, supplies, and site maintenance for existing air monitoring sites and implement air toxics studies in four communities. The activities include the procurement and deployment of calibration equipment and aethalometers for use at existing air monitoring sites. A subaward will be made to Rutgers University under this agreement to provide air monitoring site maintenance and meteorological equipment auditing. NJDEP will, through a contract, perform an air toxic monitoring project in several overburdened communities. The anticipated deliverables include reports on equipment and supplies procurement, audits, and air toxic project. NJDEP will procure and install multigas calibrators, ozone calibrators and aethalometers. The meteorological parameters at the Photochemical Air Monitoring site at Rutgers University will be audited and calibrated. An air toxics project will be completed in overburdened communities. The expected outcomes include increased disadvantaged communities monitored for air quality; Increased sustainability of ambient air monitoring networks; and the monitoring of additional pollutants related to diesel exhaust and wildfires. The intended beneficiaries include citizens of the State of New Jersey, disadvantaged communities, and those who work involves air quality data. Rutgers University will provide access and maintenance to the NJDEP site located on the Cook College campus. For the meteorological measurements performed at the site, Rutgers University will perform audits, submit quarterly reports, submit meteorological data to EPA's Air Quality System (AQS), and submit a final report for the subaward portion of this agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
2. MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
3. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
4. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
5. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (e)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: **a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities.** In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Compliance Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Compliance Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#).

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from ***August 1st, 2024*** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit semi-**annual** performance reports electronically to the EPA Project Officer within 30 days after the semi-annual reporting period ends. The reporting periods are as follows:

- July 1st – December 31st Reporting Period: report due date January 30th
- January 1st – June 30th Reporting Period: report due date July 30th

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332 (e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Data Reporting

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

D. EPASS Security

In accordance with Homeland Security Presidential Directive-12 (HSPD-12), "Policy for a Common Identification Standard of Federal Employees and Contractors;" Executive Order 13467, "Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information;" and Executive Order 13488, "Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust," the recipient agrees to follow instructions from the EPA project officer to ensure compliance with the EPA Personnel Access and Security System (EPASS).

Prior to beginning work at an EPA facility, the recipient, or its employees or program participants, must complete either:

- A. A favorable fingerprint check for recipients (and their employees or program participants) who require six (6) months or less of unescorted physical access to EPA facilities; or
- B. A favorable background investigation and fingerprint check for recipients (and their employees or program participants) who require more than six (6) months of unescorted physical access to EPA facilities.

Recipients, their employees, or program participants may not be permitted access to EPA facilities until meeting these requirements.

Recipients may initiate the appropriate check through the following link: <https://cdx.epa.gov>

Failure of a recipient, their employees, or program participants to receive a favorable fingerprint or background check, whichever is applicable, shall result in the termination of the recipient, the employees, or

program participants from continued enrollment in the program.

E. QUALITY ASSURANCE

AUTHORITY

Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 CFR 1500.12, Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure those sub-award recipients develop and implement the Quality Assurance (QA) planning document(s) in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

QUALITY MANAGEMENT PLAN (QMP)

1. The recipient must develop and document quality assurance policies and practices that are sufficient to produce environmental information of adequate quality to meet program objectives.
 - a. If the recipient has a current EPA approved QMP, prior to beginning environmental information operations, the recipient must:
 - i. Continue to implement and adhere to the EPA approved QMP.
 - ii. If not included within the approved EPA QMP, a stand-alone approved Quality Assurance Project Plan (QAPP) is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics or data. The recipient agrees to ensure that an approved QAPP is completed for each project.
2. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved in writing by the EPA PO and EPA Regional QA Manager (RQAM) (or designee), or through authorized delegation under an EPA approved recipient QMP based on procedures documented in their QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.
3. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).
4. QMPs may be approved for up to five years. QMPs may be updated more often if significant changes take place in the organization or its programs. QMPs will be approved or concurred and tracked by the appropriate EPA RQAM (or designee).
5. In support of the graded approach, exceptions or modifications to the requirement for a QMP supported by project-specific QAPPs may be made on a case-by-case basis by the RQAM, Air & Water Quality Assurance Team (AWQAT) Leader and/or Hazardous Waste Support Section (HWSS) Chief, in consultation with the QAO and PO. Examples may include, but not be limited to, the following: Small grants as defined by the EPA Small Grants Policy; one-time, short-term, and special projects or projects of limited scope; or organizations using or generating environmental data for public education purposes.

QUALITY ASSURANCE PROJECT PLAN (QAPP)

1. The recipient must develop and document quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives.

- a. Prior to beginning environmental information operations, the recipient must:
 - i. Develop a QAPP for EPA review.
 - ii. Prepare the QAPP in accordance with the most current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#).
 - iii. Submit the QAPP to the EPA PO at least 60 days prior to initiating data collection, data compilation, or data use.
2. After the recipient's QAPP is approved in writing by the EPA Project Officer (PO) and Quality Assurance Officer (QAO), the recipient agrees to sign and return the QAPP to the EPA PO and others on the QAPP distribution list within 30 days.
3. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved in writing by the EPA PO and EPA Regional QA Manager (RQAM) (or designee), or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.
4. The recipient must review their approved QAPP at least annually or as necessary for consistency with the EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#).
5. QAPPs may be approved for up to five years or may be updated more often if significant changes take place.

FOR REFERENCE

[Quality Management Plan \(QMP\) Standard](#) and EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#);

Contain specifications for non-EPA organization when invoked through agreements or the Code of Federal Regulations.

Contain the definitions applicable to these terms and conditions.

[EPA QA/G-5: Guidance for Quality Assurance Project Plans](#)

[EPA Region 2 Quality Management Plan \(QMP\)](#)

[EPA's Quality Program](#) website has:

a [list of QA managers](#), and

[Quality Specifications for non-EPA Organizations to do business with EPA](#) contains examples of environmental activities.

[The Office of Grants and Debarment Quality Assurance Requirements](#).

F. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the New Jersey Department of Environmental Protection received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

G. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of

Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aai-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

H. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

I. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

J. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more

Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

1. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#)."


b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#)

2. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Kreipke Exhibit H

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 96218423 MODIFICATION NUMBER: 0 PROGRAM CODE: 5A		DATE OF AWARD 09/19/2023
		TYPE OF ACTION New		MAILING DATE 09/22/2023
		PAYMENT METHOD: Advance		ACH# 20047
		RECIPIENT TYPE: State		
RECIPIENT: New Jersey Dept of Environmental Protection 428 E. State Street Trenton, NJ 08608-1503 [REDACTED]		PAYEE: New Jersey Department of Environmental Protection dba Financial 428 E. State Street Trenton, NJ 08608-1503		
PROJECT MANAGER Peg Hanna 401 E. State Street Mail Code: 401-02E, PO Box: 420 Trenton, NJ 08625-0420 Email: peg.hanna@dep.nj.gov Phone: 609-633-2306		EPA PROJECT OFFICER Stephanie Lin 290 Broadway, Floor 25, ARD/APB New York, NY 10007 Email: Lin.Stephanie@epa.gov Phone: 212-637-3711		EPA GRANT SPECIALIST Michael Gordon USEPA - Region 2, MSD/GAMB 290 Broadway, Floor RM New York, NY 10007 Email: Gordon.Michael@epa.gov Phone: 212-637-4146
PROJECT TITLE AND DESCRIPTION NJDEP Inflation Reduction Act Clean Air Act Grant See Attachment 1 for project description.				
BUDGET PERIOD 07/01/2023 - 06/30/2026	PROJECT PERIOD 07/01/2023 - 06/30/2026	TOTAL BUDGET PERIOD COST \$848,000.00	TOTAL PROJECT PERIOD COST \$848,000.00	
NOTICE OF AWARD <p>Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$848,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$848,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 2, Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2, Air and Radiation Division R2 - Region 2 290 Broadway New York, NY 10007		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Donald Pace - Director, Mission Support Division				DATE 09/19/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$848,000	\$848,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$848,000	\$848,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$120,000
5. Supplies	\$0
6. Contractual	\$728,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$848,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$848,000
12. Total Approved Assistance Amount	\$848,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$848,000
15. Total EPA Amount Awarded To Date	\$848,000

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to NJDEP. The purpose of this grant is to support EPA Strategic Plan Goal 4 of ensuring clean and healthy air for all communities. There are 2 parts to this award: a transportation portion and an air monitoring portion.

The objective of the transportation portion of this grant is to plan and prepare for implementation of other IRA-related provisions. The transportation sector is the largest source of greenhouse gas emissions in New Jersey. This project will build upon IRA incentives and perform a consumer awareness campaign about electric vehicles and the public charging network in order to reduce greenhouse gas emissions.

The objectives of the air monitoring portion of this grant are: 1) to replace existing, but 20-year-old air monitoring shelters with new shelters, and 2) to provide the costs for relocating and re-establishing 2 air monitoring stations. This will allow for quality assured ambient air monitoring data to help ensure that more Americans are living and working in areas that meet high air quality standards. Transportation Portion

As a recipient of this EPA grant, NJDEP will:

1. Prepare and initiate a procurement request for a contractor to plan, publicize and execute 28 EV Ride & Drive events in New Jersey over three years. NJDEP has conducted successful EV Ride & Drive events at workplaces and public venues since 2019 and seeks additional funding to continue this popular program.
2. Procure additional services from the communications firm Edelman to expand the existing regional EV consumer awareness campaign (Drive Change. Drive Electric.) to a New Jersey-specific campaign. The campaign will focus on the benefits, diversity and availability of electric vehicles, the growing network of public chargers, and the ease of charging.
3. Procure additional services from the communications firm Marketsmith to design and print EV consumer awareness materials to be distributed at EV Ride & Drives, Green Fairs, community forums, and other outreach events.
4. Prepare and initiate a procurement request for a contractor to provide technical assistance and support for light, medium and heavy-duty fleet owners that want to convert to electric vehicles.
5. Procure additional services from Atlas Public Policy to maintain and enhance the EValuateNJ dashboard, which provides public-facing analytics regarding the state of transportation electrification including detailed analysis of EV deployment and EV charging in the State.

Air Monitoring Portion

As a recipient of this EPA grant, NJDEP will:

1. Identify candidate replacement locations for the Newark Firehouse and Camden Spruce

Street stations. Request input and comment from community groups and other interested parties on the candidate locations. Select the final replacement locations.

2. Determine the contractual services needed to move existing Newark Firehouse and Camden Spruce Street shelters to final locations. Request quotes for these services.
3. Obtain specifications and requirements for the shelters that will replace the existing shelters at the Columbia and Chester air monitoring stations. Request quotes based on the specifications.
4. Prepare and initiate procurement requests for the shelters and contractual services.
5. Purchase equipment and services.
6. Take delivery of shelters and move forward with payment of vendor invoices.
7. Oversee completion of contractual services and start-up of the new shelters and new stations. Transportation Portion

Outputs/Milestones:

- Reporting of expenditures of funds via completion of procurement.
- Reporting of status of Ride and Drives, outreach campaign launches and metrics, fleet technical assistance provided, and EValuateNJ maintenance and enhancements.

Outcomes:

- Improved consumer awareness of EVs and the public charging network.
- Increase in the number of charging stations and EV registrations.
- Improved fleet understanding of EVs and charging options.
- Reduction of greenhouse gases, NOx and PM2.5.
- Furtherance of EPA's Strategic Plan: Goal 4: Ensure Clean and Healthy Air for All Communities, Objective 4.1: Improve Air Quality and Reduce Localized Pollution and Health Impacts.

Air Monitoring Portion

Outputs/Milestones:

- Reporting of expenditures of funds via completion of procurement or taking delivery of air monitoring shelters and contractual services.
- Reporting of status of setting up and installing of shelters and start of monitoring operations.
- Reporting of draw down of federal funds upon delivery and acceptance of funded equipment and services.

Outcomes:

- Operation of gaseous and PM NAAQS pollutants air monitoring in accordance with all EPA requirements leading to collection of quality assured ambient air quality data to help ensure that more Americans are living and working in areas that meet high air quality standards.

Intended Beneficiaries: Direct beneficiaries of these activities are community residents who will have decreased risk of adverse health effects, including cancer and neurological effects. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.

MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.

Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: **a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities.** In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to

Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#).

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from July 1, 2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Grant Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting periods end (every six-month period). The reporting periods are **April 1-September 30; October 1-March 31**.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks

used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Revised Workplan

Within 30 days of receipt of this agreement, the recipient shall submit to EPA, a revised workplan/project narrative that includes time frames for accomplishment of the outputs and outcomes under the workplan components (see [Clean Air Act Grants under the Inflation Reduction Act](#)) The revised workplan must be submitted to Region2_GrantApplicationBox@epa.gov, the EPA Project Officer and the EPA Grants Management Specialist listed on this award document.

Kreipke Exhibit I

From: [Matis, Stephen \[DEP\]](#)
To: [Kreipke, Adrienne \[DEP\]](#)
Cc: [Parsons, Matt \[DEP\]](#)
Subject: FW: Pause EPA Grants
Date: Tuesday, January 28, 2025 4:50:41 PM

From: EPA_Grants_Info <EPA_Grants_Info@epa.gov>
Sent: Tuesday, January 28, 2025 4:50 PM
Subject: [EXTERNAL] Pause EPA Grants

Dear Grant Recipient,

EPA is working diligently to implement President Trump's [Unleashing American Energy](#) Executive Order issued on January 20 in coordination with the Office of Management and Budget. The agency has paused all funding actions related to the Inflation Reduction Act and the Infrastructure Investment and Jobs Act at this time. EPA is continuing to work with OMB as they review processes, policies, and programs, as required by the Executive Order.

Thank you.

Please do not reply to this message. This mailbox is not monitored.

Kreipke Exhibit J

From: [EPA Grants Info](#)
Subject: [EXTERNAL] Notice of Court's Order
Date: Monday, February 3, 2025 8:36:38 AM
Attachments: [Notice of Temporary Restraining Order 01-31-2025.pdf](#)

Dear Grant Recipient,

Pursuant to the Court's directive in *New York et al. v. Trump*, No. 25-cv-39-JJM-PAS (D.R.I.), ECF No. 50 (Jan. 31, 2025) all EPA assistance agreement recipients are receiving the attached Notice of the Court's Order for awareness and information. A copy of the Court's Order is also attached for reference. If you have any questions about the scope or effect of the Court's Order, please contact your Grants Award Official.

Thank you.

Please do not reply to this message. This mailbox is not monitored.

Kreipke Exhibit K

**Account Balance Inquiry**

Date: 02/05/2025

Time: 8:02 AM

ALC/Region:

68128933

Agency Short Name:

RTP-Grants

Account ID:

N/A

Recipient ID:**Requestor ID:****Account Status:**

Suspended

As of Date:

Feb 4, 2025

Inquiry Results:

Recipient ID	Short Name	Account ID	Cumulative Authorizations	Cumulative Draws/RP/BE	Current Available Balance
	NJDEP		\$848,000.00	-\$257,039.00	\$590,961.00
	NJDEP		\$3,000,000.00	-\$359,528.00	\$2,640,472.00
	NJDEP		\$248,937,720.00	\$0.00	\$248,937,720.00
	NJDEP		\$906,000.00	\$0.00	\$906,000.00
	NJDEP		\$36,920.00	\$0.00	\$36,920.00
	NJDEP		\$550,999.00	-\$550,999.00	\$0.00
	NJDEP		\$536,118.00	-\$419,087.00	\$117,031.00
	NJDEP		\$859,027.00	-\$611,483.00	\$247,544.00
Totals:			\$255,674,784.00	-\$2,198,136.00	\$253,476,648.00